

Exhibit 2

RELEASE, HOLD HARMLESS, AND SETTLEMENT AGREEMENT

I. TERMS

The Defendants, Pierce County, Washington, and Pierce County Sheriff Edward C. Troyer (collectively “Defendants”), having served an Offer of Judgment pursuant to FRCP 68 on October 25, 2023, to permit Plaintiff, Sedrick Dewayne Altheimer, to take a judgment to settle all claims against Defendants in this action, in the amount of \$500,015.00, plus reasonable attorney’s fees and costs as determined by the Court and the Plaintiff, having on October 30, 2023, accepted the Offer of Judgment, now the parties and attorneys enter the following agreement and release in lieu of a court determination of costs and fees.

FOR AND IN CONSIDERATION of the delivery of a warrant or check to Vonda Sargent in Trust for Sedrick Altheimer in the sum of \$500,015.00 for the judgment amount and an additional \$300,000.00 designated as settlement for attorney fees and costs (\$800,015.00 total), which payment shall be delivered within 40 days of the execution of this release and agreement, the undersigned does now hereby release and forever hold harmless the County of Pierce, State of Washington, its current and former officials, officers, agents, assigns, and employed, and specifically the individually-named defendants, PIERCE COUNTY and PIERCE COUNTY SHERIFF EDWARD C. TROYER, in both their official capacity and individually, and attorneys, from any and all claims whatsoever of and from all claims, demands, damages, actions, or causes of action, or any other theory of law, whether at law or in equity, known and unknown, including, but not limited to, attorney fees and costs, or any actions arising under the Public Records Act for any records requests which were made to any Pierce County Agency between January 27, 2021 and October 30, 2023, by the Plaintiff(s) or attorney(s), specifically to include withdrawal of all outstanding public records requests from or by Vonda Sargent and release of any and all claims arising out of such Requests Reference No. P016020-071521, P017349-102921, P017350-102921, P017466-110921, P018303-012622, P019425-041922, P020780-080422, P021721-101222, P021722-101222, P023753-030823, resulting or to result from an incident which occurred on or about January 27, 2021, in Pierce County, Washington, which is the subject matter of United States District Court Western District of Washington at Seattle, Case No. 2:21-cv-01437-RSM.

In making this release and agreement, it is understood and agreed that the undersigned wholly upon their own judgment, belief, and knowledge of the nature, extent, and duration of said claims and alleged injuries, and that they have not been influenced to any extent whatsoever in making this release by any representations or statements regarding said claims and/or injuries, or regarding any other matters, made by the persons, entities, or corporations who are hereby released, or by any person or persons representing them.

FURTHER, it is understood and agreed that this settlement is the compromise of disputed claims and that the payment outlined herein is not to be construed as an admission of liability on the part of County of Pierce, State of Washington, its current and former officials, officers, agents, assigns, and employed, and specifically the individually-named defendants in both their official capacity and individual capacity, by whom liability is expressly denied.

FURTHER, the undersigned warrant that no other person or entity has or has had any interest in the Property, Lawsuit, and the claims or causes of action referred to in this Release, and that the undersigned has the right and exclusive authority to execute this Release and receive the sums specified in it. Plaintiff acknowledges and agrees that he is solely responsible for satisfying any lien placed upon any judgment or settlement by any third-party, and that he shall hold harmless and indemnify Defendants to the maximum extent permitted by law for any claims brought against Defendants by any third-party relating to such lien(s).

II. INTERPRETATION AND VENUE

- A. The Pierce County Superior Court shall be the venue of any arbitration or lawsuit arising out of this Agreement.
- B. If one or more of the clauses of this Settlement Agreement is found to be unenforceable, illegal, or contrary to public policy, the Settlement Agreement will remain in full force and effect except for those portions of the agreement held to be unenforceable, illegal, or contrary to public policy.

III. APPENDIX A ATTACHED

The undersigned agrees and understands that the "RELEASE" of his attorneys shall be signed and attached hereto as Appendix A.

IV. FULL AND FINAL RELEASE

IT IS UNDERSTOOD AND AGREED that this is a **FULL AND FINAL RELEASE** in full compromise and settlement of all claims of every nature and kind whatsoever and releases all claims, whether known or unknown, suspected or unsuspected. This agreement replaces and supersedes all oral and/or written proposals and agreements previously made in relation to matters set forth herein, and may be modified only by a writing signed by all parties. There are no other understandings or agreements, verbal or otherwise, in relation to any of the matters contained herein, except as herein expressly set forth.

The undersigned acknowledges that he is competent and of lawful age, have read the foregoing provisions and know the contents thereof, have had the opportunity to review this Agreement with legal counsel, and sign the same as his own free act.

DATED: 11/13/2023

READ BEFORE SIGNING BELOW



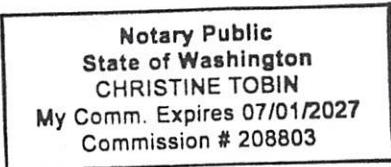
SEDRICK DEWAYNE ALTHEIMER

State of Washington)
County of King) ss.
)

I certify that I know or have satisfactory evidence that SEDRICK DEWAYNE ALTHEIMER is the person who appeared before me, and said person acknowledged that signed this instrument and acknowledged it to be free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED and SWORN to before me this 13th day of November, 2023.

Christine Tobin



(Type/Print Name) Christine Tobin
NOTARY PUBLIC in and for the State of Washington, residing at: Seattle.
Commission Expires: 07/01/2027.

Appendix A to Sedrick Altheimer's Release, Hold Harmless, and Settlement Agreement

RELEASE

I. TERMS

Sedrick Altheimer's attorneys Vonda Sargent and Susan Mindenbergs will not bring any claims or cause of action against Defendants Pierce County, Washington and/or Sheriff Edward C. Troyer, their agents, heirs, and assigns, related to this matter, whether known or unknown, including but not limited to any Public Records Act claim for any Public Records Act requests which were made to any Pierce County Agency between January 27, 2021 and October 30, 2023, by Vonda Sargent or an agent on her behalf, specifically to include withdrawal of all outstanding public records requests from or by Vonda Sargent and release of any and all claims arising out of such Requests Reference No. P016020-071521, P017349-102921, P017350-102921, P017466-110921, P018303-012622, P019425-041922, P020780-080422, P021721-101222, P021722-101222, P023753-030823, as of the date of the execution of the Settlement Agreement.

II. INTERPRETATION AND VENUE

Pierce County Superior Court shall be the venue of any arbitration or lawsuit arising out of this Agreement.

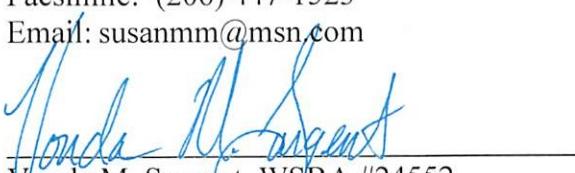
III. FULL AND FINAL RELEASE

IT IS UNDERSTOOD AND AGREED that this is a **FULL AND FINAL RELEASE** in full release of all claims, whether known or unknown, suspected, or unsuspected.

DATED: 11/13/2023



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